

## **EXHIBIT A**

BROWN GAVALAS & FROMM LLP  
Attorneys for Plaintiffs  
CRUISER SHIPPING PTE LTD. and  
UNIVERSAL NAVIGATION PTE LTD.  
355 Lexington Avenue  
New York, New York 10017  
212-983-8500

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X  
CRUISER SHIPPING PTE LTD. and  
UNIVERSAL NAVIGATION PTE LTD.,

07 CV 4036 (JGK)

Plaintiffs,

-against-

**SECOND  
AMENDED VERIFIED  
COMPLAINT**

SUNDERSONS LTD., MILAN NIGERIA LTD.,  
SIMRAN MEHER LTD. and VALECHHA  
HOLDINGS LIMITED,

Defendants.  
-----X

Plaintiffs, CRUISER SHIPPING PTE LTD. ("Cruiser") and UNIVERSAL NAVIGATION PTE LTD. ("Universal," and hereinafter with Cruiser, the "Plaintiffs"), by their attorneys, Brown Gavalas & Fromm LLP, as and for their Verified Complaint against Defendants, SUNDERSONS LTD. ("Sundersons"), MILAN NIGERIA LTD. ("Milan Nigeria"), SIMRAN MEHER LTD. ("Simran Meher") and VALECHHA HOLDINGS LIMITED ("Valechha Holdings") (hereinafter the "Defendants"), allege upon information and belief as follows:

1. This is a case of admiralty and maritime jurisdiction, as hereinafter more fully appears, and is an admiralty or maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure. The Court has jurisdiction under 28 U.S.C. § 1333.
2. At all material times, plaintiff, Cruiser was, and now is, a foreign corporation with

an office and place of business at 3 Shenton Way, 11-04 Shenton House, Singapore, 068805 and was the registered owner of the motor vessel CRUISER ("the Vessel")

3. At all material times, plaintiff, Universal, was and now is a foreign corporation with an office and place of business at 3 Shenton Way, 11-04 Shenton House, Singapore, 068805, and was the disponent owner of the Vessel.

4. Upon information and belief, at all material times, defendant, Sundersons, was and now is a foreign corporation with an office and place of business at 52a Kofo Abayomi Street, Victoria Island, Lagos, Nigeria.

5. Upon information and belief, at all material times, defendant, Milan Nigeria, was and now is a foreign corporation with an office and place of business at 243 Kofo Abayomi Street, Victoria Island, Lagos, Nigeria.

6. Upon information and belief, at all material times, defendant, Simran Meher was and now is a foreign corporation with an office and place of business at 52A Kofo Abayomi Street, Victoria Island, Lagos, Nigeria.

7. Upon information and belief, at all material times, defendant, Valechha Holdings, was and now is a foreign corporation with an office and place of business at 52A Kofo Abayomi Street, Victoria Island, Lagos, Nigeria.

8. On or about August 4, 2006, a charter party agreement was entered into by and between plaintiff, Universal, and defendant, Sundersons, whereby Universal agreed to let, and Sundersons, as charterer, agreed to hire the M/V CRUISER for a voyage, under certain terms and conditions, from Kakinada Port, India to Port Harcourt, Nigeria ("Charter Agreement"). On or about August 30, 2006, September 9, 2006 and September 12, 2006, plaintiff Cruiser issued twenty bills of lading, Nos. C1 to 20, with respect to cargo transported aboard the Vessel.

9. At all relevant times, defendant Milan was the receiver and/or consignee of the cargo evidenced by said bills of lading. The said bills of lading incorporated all of the terms of the Charter Agreement, including the arbitration clause therein and are therefore subject to the same arbitration clause.

10. Clause 50 of the Charter Agreement contains a London arbitration clause which provides :

“Should any dispute arise between Owners and Charterers, the matter in dispute shall be referred to three (3) persons in London, one to be appointed by each of the parties hereto and the third by the two so chosen: their decision or that of any two of them shall be final and for the purpose of enforcing any award, this agreement may be a rule of the court. The Arbitrators shall be commercial men.”

11. On October 19, 2006, the Vessel arrived at the first discharge port, Lagos, Nigeria and on November 6, 2006, the Vessel arrived at the second discharge port, Port Harcourt, Nigeria, incurring total discharge port demurrage, payable by Defendants, of \$36,755.56.

12. At Port Harcourt, the Defendants claimed damage to the cargo discharged at Port Harcourt and prevented the departure of the Vessel by blocking the necessary clearances. In addition, on December 6, 2006, Defendants caused the judicial arrest of the Vessel in Port Harcourt and, without authority from the Court in Port Harcourt or from the Plaintiffs, placed heavily armed men on board the Vessel, effectively holding the Vessel and crew to ransom.

13. With the Vessel now detained and subject to judicial arrest, Defendants demanded payment of \$198,987.60 on grounds of alleged cargo shortage, despite the fact that figures from the master indicated that there was no shortage claim when the quantity of cargo discharged in Port Harcourt was compared to the quantity on the cargo manifest; i.e. the quantity placed on board the Vessel at loading.

14. Plaintiffs made various offers to obtain a release of the Vessel pending adjudication,

on the merits of the alleged cargo claim, including an offer to post a guarantee letter from Plaintiffs' insurer. Such guarantee letters are routinely offered and accepted in international shipping transactions and are considered good and acceptable security for claims.

15. Despite Plaintiffs' repeated and reasonable efforts, Defendants refused to accept security in substitution of the continued detention of the Vessel and demanded resolution of the parties' dispute in Nigeria, in breach of the Defendants' obligation to submit all disputes between the parties to arbitration in London.

16. With the Vessel remaining under arrest and detention by Defendants, and in further breach of the binding London arbitration clause, Defendants refused to release the Vessel in substitution for comparable security and demanded payment of \$70,000, to be made into a Swiss bank account, and the written agreement of the Plaintiffs to forgo their claims against Defendants, including claims for demurrage, in return for the release of the Vessel.

17. Plaintiffs' payment of \$70,000 to Defendants was made under both economic and physical duress, and was procured due to Defendants' breach of the Charter Agreement in detaining the Vessel in Nigeria and seeking to compel Plaintiffs' to forego their rights under the Charter Agreement and applicable law.

18. Defendants' attempt to pursue their claims against Plaintiffs outside London, and their attempts to compel the Plaintiffs to agree to Nigerian jurisdiction or to pay the alleged claim, constitute a breach of contract, economic duress and oppressive and/or vexatious and/or bad faith conduct because:

- a. the Plaintiffs and their insurers have offered to secure Defendants' alleged claims with a Club Guarantee with English law and arbitration; and
- b. the sole purpose of the arrest and the Defendants' refusal to negotiate release of



the Vessel against comparable substitute security was intended to compel and coerce Plaintiffs, under extreme economic duress, to agree to Nigerian jurisdiction and law or into paying Defendants' claim by way of settlement.

19. Clause 54 of the Charter Agreement provides as follows:

"In the event of any alleged cargo claim/shortages Charterers/Receivers are to accept Owners' Pandi Club Letter of Guarantee/bond only. No cash settlement to be allowed whatsoever. Owners Pandi Club is South of England.

If vessel is not released then immediately vessel goes on detention at USD12,000 per day pro rata plus costs of bunkers consumed and any other directly related costs until vessel is released."

A copy of the Charter Agreement is attached hereto as Exhibit "A."

20. Plaintiffs have incurred costs and losses as a result of the detention of the Vessel and the breaches of the Charter Agreement on the part of Defendants, their servants and agents, including load port and discharge port demurrage, detention charges, bunkers consumed during the detention period, daily running expenses and earning losses, in an amount of \$311,650.00, as best as can be determined at the present time.

21. On information and belief, the Defendants, including defendant Valechha Holdings, are all affiliated entities operating under the name "Milan Group" and, at all relevant times held, and continue to hold, themselves out to the world as being members of the "Milan Group," an international trading group based in Lagos, Nigeria.

22. On information and belief, all the members of the "Milan Group," including the Defendants herein, share officers, directors and personnel, as well as common offices and addresses in, among other places, Lagos, Nigeria.

23. Upon information and belief, the said members of the Milan Group, including Defendants herein, transact business as the "Milan Group," and not individually, and said

members are jointly and severally liable for the obligation of each other member of the Milan Group, including Sundersons' obligations under the Charter Agreement.

24. Upon information and belief, the said members of the Milan Group, including Defendants herein, are guarantors of the obligations of each individual member of the Milan Group, including Sundersons' obligations under the Charter Agreement.

25. Upon information and belief, defendant Valechha Holdings exercises such complete domination and control over defendants Sundersons, Mila Nigeria and Simran Meher, and/or disregarded Sundersons's, Milan Nigeria's and Simran Meher 's corporate form, and/or conducted the business and operations of Sundersons, Milan Nigeria and Simran Meher as if the same were Valechha Holdings's own, that adherence to the fiction of the separate existence of the Defendants as entities distinct from one another and/or the separate existence of defendants Sundersons, Milan Nigeria and Simran Meher, as distinct from Defendant Valechha Holdings, would permit an abuse of the corporate privilege and would sanction fraud and promote injustice.

26. Upon information and belief, there exists, and at all times herein mentioned there existed, a unity of interest and ownership between and amongst Defendants, such that any individuality and separateness between said Defendants have ceased, and Defendants, and each of them, are the alter egos of each other.

27. In accordance with a binding arbitration clause in the Charter Agreement and in the bills of lading, Plaintiffs will commence arbitration proceedings in London, England.

28. This action is in aid of said arbitration proceedings, as aforesaid, in accordance with 9 U.S.C. § 8. Plaintiffs seek to obtain adequate security to satisfy a potential London arbitration award in Plaintiffs' favor.

29. Plaintiffs sue on their own behalf, and as agents and trustees on behalf of any other persons or parties who may now have, or hereinafter acquire, an interest in this action.

30. Insofar as legal costs and attorneys' fees are routinely awarded to the prevailing party in London arbitration proceedings, Plaintiffs also seek to secure claims for interest and anticipated legal costs and attorneys fees. As best as can now be estimated, Plaintiffs expect to recover the following amounts in the London arbitration:

a.	On the principal claim	\$311,650.00
b.	Interest at 6% per annum, compounded quarterly for 3 years	\$ 60,964.40
c.	Costs (arbitrators' fees, attorneys' fees, etc.)	\$ 45,000.00
	TOTAL	\$417,614.40

23. Upon information and belief, Defendants cannot be found within the District, within the meaning of Supplemental Rule B of the Federal Rules Civil Procedure, but are believed to have or will have during the pendency of this action assets within this District, specifically including cash, funds, freight, hire, accounts and other property, in the hands of garnishees in the District including but not limited to American Express Bank, Ltd.; ABN-AMRO Bank; Mashreq Bank; Standard Chartered PLC; Bank of America; BNP New York; Bank of New York; J.P. Morgan Chase; Citibank, Bank of China and Wachovia Bank, which are believed to be due and owing to the Defendants.

WHEREFORE Plaintiffs pray:

A. That process in due form of law according to the practice of this Court in admiralty and maritime jurisdiction issue against the Defendants, citing them to appear and answer under oath all and singular the matters alleged in the Second Amended Verified Complaint;



B. That since the Defendants cannot be found within this District pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims, this Court issue an Order directing the Clerk of the Court to issue Process of Attachment and Garnishment, pursuant to Rule B of the Supplemental Admiralty Rules and the United States Arbitration Act, 9 U.S.C §§ 1 and 8, attaching all cash, goods, chattels, letters of credit, bills of lading, effects, debts and monies, tangible or intangible, or any other funds held by any garnishee, including American Express Bank, Ltd.; ABN-AMRO Bank; Mashreq Bank; Standard Chartered PLC; Bank of America; BNP New York; Bank of New York; J.P. Morgan Chase; Citibank, Bank of China and Wachovia Bank, which are due and owing to the Defendants, in the amount of \$417,614.40, to secure the Plaintiffs' claim, and that all persons claiming any interest in the same be cited to appear and pursuant to Supplemental Admiralty Rule B answer the matters alleged;

C. That this action be stayed and this Court retain jurisdiction over this matter through the entry of any judgment or award, and any appeals thereof; and

D. That Plaintiffs have such other, further and different relief as this Court may deem just and proper.

Dated: New York, New York  
September 6, 2007

BROWN GAVALAS & FROMM LLP  
Attorneys for Plaintiffs  
CRUISER SHIPPING PTE LTD. and  
UNIVERSAL NAVIGATION PTE LTD.

By: 

Peter Skoufalos (PS-0105)  
355 Lexington Avenue  
New York, New York 10017  
212-983-8500

**VERIFICATION**

STATE OF NEW YORK     )  
                                      : ss.:  
COUNTY OF NEW YORK    )

PETER SKOUFALOS, being duly sworn, deposes and says:

1. I am a member of the bar of this Honorable Court and of the firm of Brown Gavalas & Fromm LLP, attorneys for Plaintiffs.
2. I have read the foregoing Second Amended Verified Complaint and I believe the contents thereof are true.
3. The reason this Verification is made by deponent and not by Plaintiffs is that Plaintiffs are foreign corporations, no officer or director of which is within this jurisdiction.
4. The sources of my information and belief are documents provided to me and statements made to me by representatives of the Plaintiffs.

  
PETER SKOUFALOS

Sworn to before me this  
6<sup>th</sup> day of September, 2007

  
Notary Public

EVAN B. RUDNICKI  
Notary Public of the State of New York  
No. 02RU6142314  
Qualified in Rockland County  
Term Expires March 13, 20\_\_

# EXHIBIT A

04-APR-2007 17:44 FROM JACKSON FARTON

TO 0012129935946

P.22/83

**ORIGINAL****CONTINENT GRAIN CHARTERPARTY**  
**Code name: "SYNACOMEX 2000"**Adapted PARIS UNIT by SYNDICAT NATIONAL DU COMMERCE EXTERIEUR DES CEREALLES  
approved 1985 (ET 1.199) and 2000 in agreement with COMITE CENTRAL DES AGRICULTEURS DE FRANCE  
in accordance with Charter Parties Model No. 1, Part 1 and the French Chartering and S. & P. Brokers Association

PART I

1. Shipowner(s) Anglomax Shipping Ltd., London	2. Place and date of Charter Party London 04 <sup>th</sup> AUGUST 2006
3. Owners and names of business (full name and address) (2.1) Universal Navigation as Disponent Owners	4. Charterers and place of business (full name and address) (2.1) Sunderstone Nigeria, Ltd.
5. Vessel's name (2.1) my CRUISER Tag / hull / ocr: Panama 1982 Mollonio GT / DWT: 12,504/8,834 summer DWT: See Clause 20	6. First layday date (2.1) 12 <sup>th</sup> August 2006 Cancelling date (2.1) 22 <sup>nd</sup> August 2006
7. Loading port(s) (2.2) Kohimede a) Always about (?) b) "unless agreed" (?)	8. Discharge port(s) (2.2) Kohimede a) Always about (?) b) "unless agreed" (?)
9. Cargo holds and capacities (2.2) a) No cargo (?) b) Maximum in cargo for storage (?)	10. Freight rate (2.4) USD 80.00 per metric ton free in and out free closed bays 1 load/2 discharge
11. Freight rate (payment) (terms currency and method of payment, port/duty and bank account) (2.4) See Clause 47	12. Loading rate (2.5) 1000 metric tons per day ship, See also Clause 8 13. Discharging rate (2.5) 1000 metric tons per day ship, See also Clause 8 14. Demurrage / Dispatch money (2.5) USD 5,000 per day / per week
15. Agreed in loading port(s) (2.12) See Clause 12	16. Agreed in discharging port(s) (2.12) See Clause 12
17. Total insurance, maximum (2.13) 2.5% to Charterers to be deducted from freight	18. Discharge extension and to whom payable (2.13) 1.25% to Anglomax Shipping Ltd. to be deducted from freight a) Deductible (?) b) Non-deductible (?)
19. Address Commission (2.13) 2.5% to Charterers to be deducted from freight	
20. Number of the additional clauses covering special provisions. If any agree Additional clauses from clause 20 to clause 50 are deemed to be incorporated in this Charter Party	
It is mutually agreed that this Charter Party shall be performed subject to the conditions contained herein (including in PART I and PART II) including additional clauses if any agreed and stated in Box 22 in the event of a conflict of conditions, the provisions of PART I shall prevail over those of PART II to the extent of such conflict but no further.	
For the Owners <i>[Signature]</i>	For the Charterers
21. Charter is governed by the Charter, alternative A to BCP.	

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TO 0012129835945

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**ORIGINAL****PART II**  
**"SYNACOMEX 2000" Continent Grain Charterparty**

1. Owners, Charterers	1	Cargo shall be discharged at the risk and expense of	81
It is the duty of the party designated in <u>Box 2</u> , to	2	Receivers/Charterers at the average rate stated in <u>Box 18</u> , 1000	82
Owners of the Vessel named and described in <u>Box 1</u> , being	3	metric tons per weather working day based on Vessel's gross	83
now in position and expected ready to load as mentioned in	4	described Saturdays, Sundays and Holidays excluded. See also	84
<u>Box 1</u> , and the party designated in <u>Box 2</u> as Charterers, THAT	5	Clause 1.	85
2. Loading Port(s) and Cargo	6	weather-permitting.	86
The said Vessel being (light), stevedore and in every way fit for	7	Storage shall be under Master's direction and res-	87
the voyage, shall with all convenient speed proceed to the	8	ponsibility. Charterers' and/or Charterers' representatives	88
place designated in <u>Box 3</u> , within a time of named party,	9	have the right to be on board the Vessel during loading,	89
1 safe berth / stop and/or cargo Kaituma	10	discharging or lightening for the purpose of inspecting the	90
Owners acknowledge as safe and suitable for this Vessel	11	cargo under weighing. Charterers and Owners are allowed	91
and there load always afloat, unless timely-approach	12	to work overtime, such expenses shall be for account of	92
open-continuously-approach in such safe berth, dock,	13	the party ordering same. If ordered by Port Authorities,	93
wharf or anchorage as Charterers or their Agents or	14	overtime shall be for Charterers' account. Overtime services	94
Shippers may direct a full-on-approach cargo 23 000 000 metric	15	rendered by ship's crew shall be in all cases for Owners'	95
tons 44,000 metric tons minimum/maximum of bagged Rice. Exact	16	account.	96
quantity as per stowage factor which Charterers advise but	17	8. Laydays, Cancelling	97
no not guarantee as \$1'. To be delivered seven days prior arrival	18	All port of loading laytime shall not count before 08.00 hours	98
at load port of vessel	19	on the layday rate stated in <u>Box 5</u> and in any case not	99
and/or discharge and/or loading port as described in <u>Box 3</u>	20	before the date provided by the Charterers' notice of readiness	100
Charterers shall be responsible for the cargo, its condition, its	21	Should the Vessel's notice of readiness not be validly	101
quantity, its stowage, its securing, its tally, its receipt, its	22	tendered as per <u>Clause 1</u> before 08.00 hours on the	102
loss, its handling, its tally, its receipt, its condition, its	23	cancelling date stated in <u>Box 1</u> , Charterers shall have the	103
laytime, its tally, its receipt, its condition, its loss, its	24	Option of cancelling the charter at any time thereafter, but	104
Owners shall provide the cargo, its condition, its quantity, its	25	not later than one hour after the notice is validly tendered	105
and on their time at that is required for safe stowage of	26	7. Vessel's Positions, Notices	106
gain-approach to load and discharge in accordance with	27	Master and/or Owners shall give 10 days and thereafter 5/4/3/2/1	107
The cargo shall not exceed what the Vessel can reasonably	28	days and 12 hours notice of Vessel's expected readiness to load to	108
store and carry over and above her bunkers, stores, etc.	29	the	109
provisions and accommodation. The whole cargo shall be	30	party designated in <u>Box 3</u>	110
carried and stowed under deck in unobstructed main holds.	31	Master and/or Owners shall give 7/5/4/3/2/1 days' notice of Vessel's	111
All cargo on board to be delivered.	32	Expected Time of Arrival (ETA) at discharging port as	112
Further, the cargo shall be delivered as specified in <u>Box 3</u>	33	specified in <u>Box 3</u> (to be provided)	113
the following shall apply:	34	Master and/or Owners shall give the relevant parties prompt	114
Charterers shall supply the cargo, its condition, its quantity, its	35	Advice of any substantial change in Vessel's ETA at loading	115
disposal, cargo not exceeding the quantity specified in <u>Box</u>	36	and at discharging port	116
3, which shall be delivered at the risk and expense. The	37	8. Laytime	117
number of bags, bales, etc. or of loading to be binding	38	Vessel's written notice of readiness to load under discharge	118
on Vessel and Owners, unless error or fraud be proved.	39	shall be tendered by hand or by any means of com-	119
3. Discharging Port(s)	40	munication at the offices of Shippers/Charterers,	120
Being so loaded, the Vessel shall proceed with all convenient	41	Receivers or their Agents, Monday through Friday, between 08.00	121
speed direct to the place designated in <u>Box 3</u> , 1 safe berth Lagos	42	and 17.00 hours	122
including Thimian island plus 1 safe berth Port Harcourt in	43	on 08.00 hours Saturdays, Sundays and Holidays and	123
Charterers' option. Charterers advise that min draft in Lagos 9.5	44	between 08.00 hours and 12.00 hours on Saturdays unless	124
metric ton ballast water which in	45	otherwise Saturday 12.00 hours to Monday 08.00 hrs EU clause	125
case of named party(s) Owners acknowledge as safe and	46	to apply both ends	126
suitable for this Vessel, and there discharge the cargo	47	Such notice of readiness shall be delivered when	127
Charterers' option, unless timely-approach in such safe berth, dock, wharf or	48	Vessel is in the loading or discharging berth and in all	128
anchorage as Charterers or their Agents or Receivers may	49	respects ready to load/discharge. At both ends if the berth is	129
order. Receivers have the option of using a second safe	50	congested/ unworkable Master has the right to tender N.O.R. from	130
berth. The time for unloading between the two berths shall	51	the anchorage even by cable, dunnage and time to count	131
count as laytime, but unloading equipment shall be for Vessel's	52	whether in berth or not, whether in port or not, whether free	132
account.	53	pratique or not, whether customs cleared or not. At loading port	133
4. Freight	54	Shippers	134
The freight agreed under this Charter Party shall be as	55	Charterers or their Agents have the privilege to inspect	135
stated in <u>Box 19</u> , per metric ton on net Bill of Lading weight	56	Vessel's holds. If requested by Charterers, a survey may be	136
and shall be deemed earned as cargo is loaded on board,	57	carried out at their time and next to establish vessel's holds and	137
except discounts and non-returnable. Vessel and/or	58	hatch covers suitability to load bagged rice and Owners to have	138
carriage lost or not lost	59	the right to be represented during such survey by their P&I	139
The freight shall be paid as per <u>Clause 47</u> , as specified in <u>Box 19</u>	60	Surveyors, and from the notice which is made on the	140
At discharge and over-landed on the cargo shall be for	61	Charterers' account and not for the Vessel's account	141
Charterers' account and not for the Vessel's account	62	6. Loading and Discharging	142
howsoever recovered shall be for Charterers' account	63	Cargo shall be loaded, stowed, trimmed and/or stowed at the	143
5. Loading and Discharging	64	risk and expense of Shippers/Charterers at the average	144
Cargo shall be loaded, stowed, trimmed and/or stowed at the	65	rate stated in <u>Box 18</u> - 1000 metric tons per weather	145
working day based on Vessel's gross as described Saturdays and	66	Holidays excluded. See also <u>Clause 1</u> weather-permitting.	146

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**ORIGINAL**

**PART II**  
**"SYNACOMEX 2000" Continent Grain Charterparty**

when ready,	112	us laying at time on demurrage. When fumigation has	168
Only when the loading and/or discharging berth is	113	been effected at loading port and has been certified by	169
unavailable, or Shippers or Receivers not ready to load	114	proper survey or by a competent authority. Bill of Lading	170
discharge Master may warrant that the Vessel is in at		shall not be issued by Master in respect of cargo being	171
respect ready and may tender notice of readiness to load	115	laden in respect of the cargo prior to such fumigation.	172
and/or discharge from any usual waiting place, whether in	116		
port or not, whether in berth or not, whether in time previous or not,	117	<b>12. Lights and Gear.</b>	173
whether customary		Whenever required, Vessel shall supply free use of lights	174
desired or not.	118	as on board but sufficient to carry on night work.	175
Laytime shall commence at 14.00-15.00 hours if notice of	119	Provided described as perished, Vessel, whenever required,	176
readiness to load and/or discharge is validly tendered at or	120	shall supply free use of all cargo handling gear on board in	177
before 12.00 hours and at 08.00 hours on the next working	121	good working order, with the necessary power, and of	178
day if notice of readiness is validly tendered after 12.00	122	turnout, ropes and slings as on board. Store hands shall	179
hours. Time used before commencement of laytime shall	123	be used to drive the gear, at Shippers/Charterers'/	180
not count. At loading port laytime shall not count between 12.00	124	Receivers' account. Any time actually lost on account of	181
hours on		breakdown of Vessel's gear shall not count as laytime or	182
Saturdays or 12.00 hours on days proceeding a Holiday and	125	time on demurrage and any breakdown standby time charges	183
08.00 hours on Monday or the following working day, even if used.	126	incurred thereby shall be for Owners' account. The Gear's / Crane's	184
At discharging port(s) laytime shall not count between 17.00		breakdown then laytime not to count but always on pro rata basis.	
hours on Friday or 17.00 hours on the day preceding Holiday and			
08.00 hours on Monday or the following working day, even if used.		<b>13. Agencies</b>	185
unless specified		At loading port, Vessel shall be consigned to the Agents	186
when time shall time actually used shall count.	127	designated in <u>Box 22</u> . See Clause 52	187
Any delays caused by unavailability of quantities or by causes	128	At discharging port, Vessel shall be consigned to the Agents	188
of the receiver shall not count as laytime unless the	129	designated in <u>Box 23</u> . See Clause 52	189
Any delays caused by ice, floods, quarantine, or causes of "force	130		
majeure" shall not count as laytime unless		<b>14. Extra Insurance</b>	190
Vessel is already on demurrage. Once on demurrage always on		Any Extra Insurance on cargo out in Vessel's age and/or flag	191
demurrage but Charter Party exceptions always to apply to gear		and/or stowage and/or ownership shall be for Charterers' account	192
breakdowns and/or officers strike, failure to pay any		Demurrage shall not count as laytime.	
disbursement accounts for Owners' account etc.		which is specified in <u>Box 24</u> shall not count as laytime and shall be	193
When Master has tendered notice of readiness to load or	131	covered by Charterers for Own expense and shall be	194
discharge from a waiting place and Vessel is subsequently	132	deducted from net amount of freight.	195
found unready in accordance of two above provisions, laytime	133		
or time on demurrage shall not count from the time the Vessel	134	<b>15. Brokerage</b>	196
is received until the time she is accepted. Additionally, any	135	A brokerage commission as stated in <u>Box 25</u> on the gross	197
actual time lost on account of Vessel's obtaining free pratique	136	amount of freight, deadweight and demurrage earned, is	198
or customs clearance shall not count as laytime or time on	137	due to the party(ies) designated in <u>Box 26</u> and is deductible	199
demurrage.	138	from same unless "non-deductible" has been specifically	200
At second or subsequent port(s) of loading or discharging,	139	agreed.	201
laytime or time on demurrage shall resume counting from	140		
Vessel's arrival at loading or discharging berth, if available,	141	<b>16. Address Commission</b>	202
or from Vessel's arrival at a usual waiting place, if berth is	142	An address commission as stated in <u>Box 27</u> on the gross	203
unavailable.	143	amount of freight, deadweight and demurrage earned is	204
At all ports any time lost shifting from waiting place to berth	144	due to Charterers and is deductible from freight, deadweight	205
shall not count as laytime or as time on demurrage.	145	and demurrage.	206
<b>9. Demurrage, Despatch Money</b>	146	<b>17. ISM Clause</b>	207
Demurrage is payable by Charterers at the rate stated in	147	From the date of coming into force of the International Safety	208
<u>Box 18</u> USD 8,000 per day pro rata half despatch laytime saved	148	Management (ISM) Code in relation to the Vessel and	209
both ends per day of 24 consecutive hours or pro rata.		thereafter during the currency of this Charter Party, the	210
Owners shall pay to Charterers despatch money for laytime	149	Charterers shall procure that both the Vessel and "the	211
saved in loading/discharging at the rate stated in <u>Box 19</u>	150	Company" (as defined by the ISM Code) shall comply with	212
for 24 consecutive hours or pro rata.	151	the requirements of the ISM Code. Upon request the	213
<b>10. Seaworthy Trim</b>	152	Owners shall provide a copy of the relevant Document of	214
If ordered to be loaded or discharged at more than one	153	Compliance (DOC) and Safety Management Certificate	215
berth and/or port, the Vessel is to be left in seaworthy trim	154	(SMC) to the Charterers.	216
to Masters reasonable satisfaction for the passage between	155	Except as otherwise provided in this Charter Party, loss,	217
berth and/or port at Shippers'/Charterers'/Receivers'	156	damage, expense or delay caused by failure on the part of	218
expense, and time used for procuring Vessel in seaworthy	157	the Owners or "the Company" to comply with the ISM Code	219
trim shall count as laytime or time on demurrage.	158	shall be for the Owners' account.	220
<b>11. Fumigation See Clause 57</b>	159	<b>18. Bills of Lading</b>	221
Charterers have the liberty to fumigate the cargo on board	160	The Master is to sign Bills of Lading as presented without	222
stopping and discharging port(s) or place(s) on the vessel	161	prejudice to the terms, conditions and exceptions of this	223
for disinfectant purposes. Charterers are responsible for	162	Charter Party. If the Master delegates the signing of Bills of	224
issuing that Certificate and Charterers are not responsible for	163	Lading to his Agents, but always to be in strict conformity with	225
on deck that the cargo is free from fumigation and are not	164	Master's Receipt. He shall give them authority to do so	226
responsible to any health hazards whatsoever. Charterers	165	in writing, copy of which is to be furnished to Charterers.	227
will not be liable to pay Owners in respect of any expenses incurred	166	When Bills of Lading marked "Freight prepaid" are required,	228
in connection with fumigation unless they have been caused	167	See Clause 47.	
		Demurrage shall be released by Owners on receipt of bills of lading	229

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04-APR-2007 17:47 FROM JACKSON PARTON TO 0012129835946 P.25/83  
 FROM : JACKSON PARTON TO : 0012129835946

**ORIGINAL**

**PART II**  
**"SYNACOMEX 2000" Continent Grain Charterparty**

of a vessel from Charterparty Bank concerning that freight anyone has been previously waived.	228	fill up elsewhere for their own account as under section b)	294
	230	or to declare this Charter Party null and void unless	295
19. Relief	231	Charterers agree to load full cargo at the open port	296
Charterers have the right to relief at or part of the Charter	232	Port of Discharge	297
Party, they retaining responsibility for the relief	233	a) Should ice prevent Vessel from reaching port of	298
		discharge, Receivers shall have the option of keeping Vessel	299
20. Deviation	234	waiting until the reopening of navigation and paying	300
Deviation in saving or attempting to save life or property at	235	dumurrage, or of ordering the Vessel to a safe and	301
sea or for bunkering purposes or any other reasonable	236	immediately accessible port where she can safely discharge	302
deviation shall not be deemed an infringement of this	237	without risk of detention by ice. Such orders to be given	303
Charter Party and the Owners shall not be liable for any	238	within 48 hours after Master or Owners have given notice	304
loss or damage resulting therefrom	239	to Charterers of the impossibility of reaching port of	305
		destination.	306
21. Lien Clause	240	b) If during discharging the Master for fear of Vessel being	307
The Owners shall have a lien on the cargo for freight,	241	frozen in, deems it advisable to leave, he has liberty to do	308
dumurrage, demurrage, and average contribution due to	242	so with what cargo he has on board and to proceed to the	309
them under this Charter Party.	243	nearest accessible port where she can safely discharge.	310
22. Responsibilities and Immunities	244	c) On delivery of the cargo at such port, all conditions of	311
Except as otherwise provided and stipulated in this Charter	245	the Bill of Lading shall apply and Vessel shall receive the	312
Party, it is hereby expressly agreed that this Charter Party	246	same freight as if she had discharged at the original port or	313
shall have effect subject to the provisions of the Hague Rules	247	destination, except that if the distance of the substituted	314
contained in the International Convention for the Unification	248	port exceeds 100 nautical miles, the freight on the cargo	315
of certain rules relating to Bills of Lading, signed Brussels	249	delivered at the substituted port to be increased in	316
the 28th August 1924, as amended in the country of shipment.	250	proportion.	317
These rules shall apply to any Bill of Lading issued under	251		
this Charter Party.	252	24. Amended Genesee Clause	318
When no such enactment is in force in the country of	253	If the cargo cannot be loaded by reason of Riots, Civil	319
shipment, the corresponding legislation of that country of	254	Comotions or of a Strike or Lock-out of any class of	320
destination shall apply, but in respect of shipments to which	255	workmen essential to the loading of the cargo, or by reason	321
no such enactment is compulsorily applicable, the terms of	256	of obstructions or stoppages beyond the control of the	322
the said Convention shall apply.	257	Charterers caused by Riots, Civil Comotions or a Strike	323
In cases where the International Convention 1924	258	or Lock-out on the Railways, or in the Docks, or other loading	324
is amended by the Protocol signed at Brussels on February	259	Places, or if the cargo cannot be discharged by reason of	325
23rd, 1953 - The Hague - Visby Rules - apply compulsorily,	260	Riots, Civil Comotions or of a Strike or Lock-out of any	326
the provisions of the respective legislation shall apply.	261	class of workmen essential to the discharge, the time for	327
The Owners shall in no case be responsible for loss of or	262	loading or discharging, as the case may be, shall not count	328
damage to cargo howsoever arising prior to loading into	263	during the continuance of such causes, provided that a	329
and after discharge from the Vessel.	264	Strike or Lock-out of the Shipper's and/or Receiver's men	330
Save to the extent otherwise in this Charter Party expressly	265	shall not prevent demurrage or cargo claim if by the use of	331
provided, neither party shall be responsible for any loss or	266	reasonable diligence they could have obtained other suitable	332
damage or delay arising in circumstances mentioned	267	about in rules current before the Strike or Lock-out.	333
resulting from Act of God, war, civil commotion, quarantine,	268	In case of any delay by reason of the before-mentioned	334
strikes, lockouts, arrest or restraint of princes, rulers and	269	causes, no claim for damages or demurrage, shall be made	335
peoples or any other event whatsoever which cannot be	270	by the Charterers / Receivers of the cargo, or Owners of	336
avoided or guarded against.	271	the Vessel. For the purpose, however, of settling dispatch	337
23. Amended General Average Clause	272	Money accounts, any time lost by the Vessel through any	338
Port of Loading	273	of the above causes shall be counted as time used in loading	339
a) In the event of the loading port being inaccessible by	274	or discharging, as the case may be.	340
reason of ice when Vessel is ready to proceed from her last	275		
port or at any time during the voyage or on Vessel's arrival	276	25. General Average and New Jason Clause	341
or in case from sea in after Vessel's arrival, the Master for	277	General average shall be adjusted according to the York-	342
fear of being frozen in is at liberty to leave without cargo,	278	Antwerp Rules 1950 or any subsequent modification thereof,	343
and this Charter Party shall be null and void.	279	but where the adjustment is made in accordance with the	344
b) If during the loading the Master, for fear of Vessel being	280	law and practice of the United States of America, the	345
frozen in, deems it advisable to leave, he has liberty to do	281	following Clause shall apply:	346
so with what cargo he has on board and to proceed to any	282	"In the event of accident, danger, damage or disaster	347
other port or ports with action of continuing cargo for	283	before or after the commencement of the voyage,	348
Owners benefit to any port or ports including port of	284	resulting from any cause whatsoever, whether due to	349
discharge. Any port cargo thus loaded under this Charter	285	negligence or not, for which, or for the consequence of	350
Party to be forwarded to destination at Vessel's expense	286	which, the carrier is not responsible, by statute, contract	351
but against payment of freight, provided that no extra	287	or otherwise, the goods, shippers, consignees, or owners	352
expenses be thereby caused to the Receivers, freight being	288	of the goods shall contribute with the carrier in general	353
paid on quantity delivered (in proportion of lumpsum), at	289	average to the payment of any sacrifices, losses or	354
other conditions as per Charter Party.	290	expenses of a general average nature that may be made	355
c) In case of more than one loading port, and if one or more	291	or incurred and shall pay salvage and special charges	356
of the ports are closed by ice, the Master or Owners to be	292	incurred in respect of the goods.	357
at liberty either to load the full cargo at the open port and	293	If a sailing ship is owned or operated by the carrier,	358
		salvage shall be paid for at fully as if the said sailing	359
		ship or ships belonged to strangers. Such deposit as the	360

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04-APR-2007 17:48 FROM JACKSON PARTON TO 0012129835945  
 FROM : FAX NO. : 65 63244436 Dec. 06 2006 04:15:01 PM

P.26/83  
 Dec. 06 2006 04:15:01 PM

ORIGINAL

PART II  
 "SYNACOMEX 2000" Continent Grain Charterparty

earlier or His Agents may deem sufficient to cover the estimated contribution of the goods and any salvage and special charges thereon shall, if required, be made by the goods, shippers, consignees or owners of the goods to the carrier before delivery.	361	the range for loading or discharging, and may only cancel this Charter Party if the Charterers shall not have nominated such safe port or ports within 48 hours of receipt of notice of soon requirement.	427
and the Charterers shall procure that all Bills of Lading issued under this Charter Party shall contain the same Clause.	362	428	430
26. Both-to-Bliam Collision Clause	363	431	433
If the liability for any collision in which the Vessel is involved while performing this Charter Party fails to be determined in accordance with the laws of the United States of America, the following Clause shall apply:	364	434	436
"If the ship comes into collision with another ship as a result of the negligence of the other ship and any act, neglect or default of the master, mariner, pilot or the servants of the carrier in the navigation or in the management of the ship, the owners of the goods carried hereunder will indemnify the carrier against all loss of liability to the carrier or non-carrying ship or her owners insofar as such loss or liability represents loss of or damage to or any claim whatsoever of the owners of the said goods, paid or payable by the other of non-carrying ship or her owners to the owners of the said goods and set off, recovered or recovered by the carrier or non-carrying ship or her owners as part of their claim against the carrying ship or carrier.	365	437	439
The foregoing provisions shall also apply where the Owners, Operators or those in charge of any ship or ships or objects other than, or in addition to, the colliding ship or objects are at fault in respect to a collision or contact"	366	440	442
and the Charterers shall procure that all Bills of Lading issued under this Charter Party shall contain the same Clause.	367	443	445
27. War risks ("Voywar 1993")	368	446	448
a) For the purpose of this Clause, the words:	369	449	451
(1) "Owners" shall include the shipowners, bareboat charterers, disponent-owners, managers or other operators who are charged with the management of the Vessel, and the Master; and	370	452	454
(2) "War Risks" shall include any war (whether actual or threatened), act of war, civil war, hostilities, revolution, rebellion, civil commotion, warfare, operations, the laying of mines (whether actual or reported), acts of piracy, acts of terrorism, acts of hostility or malicious damage, blockades (whether imposed against all vessels or imposed selectively against vessels of certain flags or ownership, or against certain categories of vessels or otherwise notwithstanding), by any person, body, government or political group, or the Government of any state whatsoever, which, in the reasonable judgement of the Master and/or the Owners, may be dangerous or are likely to be or to become dangerous to the Vessel, her cargo, crew or other persons on board the Vessel.	371	455	457
b) If at any time before the Vessel commences loading, it appears that, in the reasonable judgement of the Master and/or the Owners, performance of the Charter Party, or any part of it, may expose, or is likely to expose, the Vessel, her cargo, crew or other persons on board the Vessel to War Risks, the Owners may give notice to the Charterers cancelling this Charter Party, or may refuse to perform such part of it as may expose, or may be likely to expose, the Vessel, her cargo, crew or other persons on board the Vessel to War Risks, provided always that if this Charter Party provides that loading or discharging is to take place within a range of ports, and at the port or ports nominated by the Charterers the Vessel, her cargo, crew, or other persons on board the Vessel may be exposed, or may be likely to be exposed, to War Risks, the Owners shall first require the Charterers to nominate any other safe port which lies within	372	458	460
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04-APR-2007 17:45 FROM JACKSON PARTON  
FROM :

FAX NO. : 65 63244450

TO 0012129835946

P.27/83

Dec. 06 2006 04:07PM P6

**ORIGINAL**

**PART II**  
**"SYNCOMEX 2000" Continent Grain Charterparty**

the Owners are subject and to obey the orders and 484  
directions of those who are charged with their enforcement; 485  
(iv) a discharge at any other port any cargo or part thereof 486  
which may render the vessel liable to condemnation as a 487  
common-law carrier; 488  
(v) to call at any other port to change the crew or any part 489  
thereof or other persons on board the Vessel when there is 490  
reason to believe that they may be subject to imminent 491  
imprisonment or other sanctions; 492  
(vi) where cargo has not been loaded or has been 493  
discharged by the Charterers under any provisions of this 494  
Clause, to load other cargo for the Owners' own benefit 495  
and carry it to any other port or ports whatsoever, whether 496  
backwards or forwards or in a contrary direction to the 497  
original or customary route; 498  
(7) if in compliance with any of the provisions of sub-clause 499  
(b) to (g) of this Clause anything is done or not done, such 500  
shall not be deemed to be a deviation, but shall be 501  
considered as due fulfillment of the Charter Party 502  
28. Arbitration (see clause 4) 503  
Any dispute arising out of the present contract shall be 504  
referred to Arbitration of Chamber of Commerce and Industry of 505  
Paris - 18 rue de Valenciennes - 75003 Paris - 506  
The decision rendered according to the rules of Chamber 507  
Arbitration and according to French law shall be final and 508  
binding upon both parties. The right of both parties to refer 509  
any dispute to arbitration does not exclude their right 510  
of completion of discharge or in case of cancellation of the 511  
performance, to have payment when the cancelling date is set 512  
Clause 4 of 28th of June 2000 date of cancellation which must be 513  
the date when the procedure is not completed with the date 514  
that is supposed to be the date and a security period. 515

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